

# **EXHIBIT J**

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7 UNITED STATES BANKRUPTCY COURT  
8 WESTERN DISTRICT OF WASHINGTON - TACOMA

9 SARAH HOOVER,

10 Debtor,

BK No. 19-42890- MJH

Adv No. 20-04002 – MJH

Chapter 7

12 SARAH HOOVER,

13 Plaintiff,

14 v.

SECOND SET OF INTERROGATORIES  
AND REQUESTS FOR PRODUCTION  
TO DEFENDANT PHH

15 QUALITY LOAN SERVICE  
16 CORPORATION OF WASHINGTON,  
17 PHH MORTGAGE CORPORATION DBA  
18 PHH MORTGAGE SERVICES, HSBC  
19 BANK USA, N.A. AS TRUSTEE OF THE  
20 FIELDSTONE MORTGAGE  
INVESTMENT TRUST, SERIES 2006-2,  
NEWREZ, LLC, IH6 PROPERTY  
WASHINGTON, LP, DBA INVITATION  
HOMES.

21 Defendants.

22 TO: PHH MORTGAGE CORPORATION DBA PHH MORTGAGE SERVICES  
23 (“PHH”), Defendant;

24 TO: YOUR ATTORNEYS OF RECORD:

25 Pursuant to Fed.R.Bankr.P. 7026, 7033, and 7034 which incorporates Rules 26, 33 and  
26 34 of the Federal Rules of Civil Procedure, Plaintiff, Sarah Hoover (the “Plaintiff”) propounds

SECOND SET OF DISCOVERY TO PHH  
Adv No. 20-04002-MJH - 1

HENRY & DEGRAAFF, PS  
787 Maynard Ave S  
Seattle, WA 98104  
Tel# 206-330-0595 / Fax# 206-400-7609

1 this Second Set of interrogatories and requests for production, to which Defendant PHH  
2 Mortgage Corporation dba PHH Mortgage Services ("PHH") shall respond separately and fully,  
3 in writing and under oath, and will produce documents for inspection and copying for the  
4 documents described therein to the offices of Henry & DeGraaff, PS, 787 Maynard Ave S,  
5 Seattle, WA 98104, within 30 days of the service of these requests on Defendants and in  
6 accordance with the Instructions and Definitions set forth below.

### 7 DEFINITIONS

8 Notwithstanding any definition below, each word, term, or phrase used in these  
9 Interrogatories is intended to have the broadest meaning permitted under the Federal Rules of  
10 Civil Procedure.

- 11 1. As used herein, the terms "You" and "Your" shall mean PHH Mortgage Corporation dba  
12 PHH Mortgage Services ("PHH"), and all attorneys, agents, and other natural persons or  
13 business or legal entities acting or purporting to act for or on behalf of PHH, whether  
14 authorized to do so or not. By use of the pronoun "you" it is intended that the answers are  
15 to include all information known to or reasonably ascertainable by PHH, your agents,  
16 attorneys, investigators, employees and other representatives.
- 17 2. Any and all data or information which is in electronic or magnetic form should be  
18 produced in a reasonable manner.
- 19 3. "And" "as well as," and "or" should be construed either disjunctively or conjunctively, as  
20 necessary to bring within the scope of these requests any matter which might otherwise  
21 be construed to be outside their scope.
- 22 4. The masculine gender of any word used herein includes the feminine and the neuter. The  
23 past tense of a verb used herein includes the present tense, and the present tense of any  
24 verb includes the past tense.
- 25 5. "Relate to," "related to" or "relating to," as used herein, means directly or indirectly  
26 referring to, alluding to, having any relationship to, pertaining to, concerning, connected  
with, commenting on, regarding, discussing, mentioning, reflecting, analyzing,  
constituting or embodying in whole or in part.
6. A document "relating" or "referring" to any given subject matter, as used herein, means  
any document that constitutes, contains, embodies, identifies, bears upon or deals with  
that subject, including, without limitation, emails, notes, electronic records, or documents  
concerning the preparation of documents.

SECOND SET OF DISCOVERY TO PHH  
Adv No. 20-04002-MJH - 2

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- 1 7. "Document" is defined to include any and all manner of electronic, written, typed, printed,  
2 emailed, reproduced, filmed or recorded material, and all photographs, pictures, plans or  
3 other representations of any kind of anything pertaining, describing, referring or relating,  
4 directly or indirectly, in whole or in part, to the subject matter at hand, and the term includes,  
5 without limitation:
- 6 a. Papers, emails, texts, voice mail messages, books, journals, ledgers, statements,  
7 memoranda, reports, invoices, work sheets, work papers, notes, transcriptions of  
8 notes, letters, correspondence, abstracts, checks, diagrams, plans, blueprints,  
9 specifications, pictures, drawings, films, photographs, graphic representations,  
10 diaries, calendars, desk calendars, pocket calculators, calculators of any type, lists,  
11 logs, purchase orders, messages, resumes, summaries, agreements, contracts,  
12 telegrams, telexes, cables, recordings, audio tapes, magnetic tapes, visual tapes,  
13 transcriptions of tapes or records, or any other writings or other tangible things on  
14 which any handwriting, typing, printing, photostatic, or other forms of  
15 communications are recorded or reproduced, as well as all notations on the  
16 foregoing;
  - 17 b. Originals and all other copies not absolutely identical;
  - 18 c. All drafts and notes, whether typed, handwritten or otherwise, made or prepared in  
19 connection with such document, whether used or not; and
  - 20 d. Any medical record, chart, X-ray, book, log, pamphlet, periodical, letter, report,  
21 memorandum, notation, message, record, study, working paper, chart, graph, index,  
22 tape, minutes, contract, lease, invoice, record of purchase or sale, correspondence,  
23 telegram, cable, electronic or other transcription or taping of telephone or personal  
24 conversations or conference, and any and all other written, printed, typed, punched,  
25 taped, filmed or graphic matter, however produced or reproduced.
- 26 8. "The Account" refers to the account sought to be collected from Ali Suleiman in this case  
by PHH Mortgage Corporation d/b/a PHH Mortgage Services ("PHH"), HSBC Bank  
USA, N.A., as Trustee of the Fieldstone Mortgage Investment Trust, Series 2006-2  
("HSBC"), NewRez, LLC ("NewRez").
9. A request to "name" or "identify" a certain person or persons is deemed to require the  
person's full name, last known residence and phone number, job title, employer and  
employer's business address and phone number. If the job title, etc. are set out in another  
answer, their repetition is unnecessary.
10. When asked to "state the facts" your response should include (i) the identity of any  
persons with any personal knowledge of the facts stated; (ii) the identity of any  
documents concerning the facts stated; and (iii) the identity of any communications  
concerning the facts stated.

11. "Complaint" means the initial complaint and any amended complaints filed in this action.
12. Any word or term not specifically defined: If you contend that a word or term that is not specifically defined in these requests is vague or capable of multiple meanings that prevent you from answering the interrogatory, then you should consult the Merriam Webster dictionary available online at <http://www.merriam-webster.com> for a definition that is incorporated into these requests by reference.
13. "Borrower(s)" means the individual from whom Defendant QLS foreclosed against, Ali Suleiman and/or his estate in this case.
14. "Property" means the property at issue in this case located at 18205 106th Street East Bonney Lake, WA 98391.
15. "Policy" or "Policies" means any practice, procedure, directives, routine, rule, courses of conduct or code of conduct, written or unwritten, formal or informal, recorded or unrecorded, which was recognized, adopted, issued or followed by you.
16. "QLS" means Defendant Quality Loan Services Corporation of Washington and includes, without limitations, any offices, branches and locations of Defendant QLS, as well as any of its attorneys, employees, managers, agents, consultants, vendors, contractors, advisors, representatives, or PERSONS working on its behalf, and its parent organizations, affiliates, predecessors, and assignors.
17. "HSBC" means Defendant HSBC Bank USA, N.A. as Trustee of The Fieldstone Mortgage Investment Trust, SERIES 2006-2, and includes, without limitations, any offices, branches and locations of Defendant HSBC Bank USA, N.A. as Trustee of The Fieldstone Mortgage Investment Trust, SERIES 2006-2, as well as any of its attorneys, employees, managers, agents, consultants, vendors, contractors, advisors, representatives, or PERSONS working on its behalf, and its parent organizations, affiliates, predecessors, and assignors.
18. "NewRez" means Defendant NewRez, LLC, and includes, without limitations, any offices, branches and locations of Defendant NewRez, LLC, as well as any of its attorneys, employees, managers, agents, consultants, vendors, contractors, advisors, representatives, or PERSONS working on its behalf, and its parent organizations, affiliates, predecessors, and assignors.
19. "IH6" means Defendant IH6 Property of Washington, LP d/b/a Invitation Homes, and includes, without limitations, any offices, branches and locations of Defendant IH6 Property of Washington, LP dba Invitation Homes, as well as any of its attorneys, employees, managers, agents, consultants, vendors, contractors, advisors, representatives, or PERSONS working on its behalf, and its parent organizations, affiliates, predecessors, and assignors.
20. "Plaintiff" means Plaintiff Sarah Hoover.

21. "File" means all "Documents" or documented "Communications" related to the "Account" at issue in this case.

**INTERROGATORIES**

**INTERROGATORY NO. 25:**

IDENTIFY all documents in PHH's possession which depict or relate to PHH's financial statements (including but not limited to) balance sheet, income statement, cash flow statement.

**RESPONSE:**

**INTERROGATORY NO. 26**

IDENTIFY all employees of PHH, with knowledge of the Plaintiff's bankruptcy filing prior to January 1, 2020, and for each employee so IDENTIFIED, state his or her job title and the state and location where they work.

**RESPONSE:**

**INTERROGATORY NO. 27:**

DESCRIBE in detail all training for BANKRUPTCY POLICIES provided to the persons identified in response to Interrogatory No. 26, stating the dates on which each such person attended, and identifying the materials provided to each such person.

**RESPONSE:**

**INTERROGATORY NO. 28:**

IDENTIFY employment and salary records of the persons identified in response to Interrogatory No. 26.

**RESPONSE:**

1 **INTERROGATORY NO. 29:**

2 IDENTIFY the full and complete copies of all servicing manuals, memoranda, notes,  
3 polices, and employee training materials related to reviewing, analyzing, and responding to  
4 Notices of Bankruptcy filings and/or responding to any other correspondence from any party  
5 notifying you of a bankruptcy filing by any method.

6 **RESPONSE:**

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8 **INTERROGATORY NO. 30:**

9 IDENTIFY all consumer complaints from the Consumer Financial Protection Bureau  
10 related to “Loan modification, Collection, Foreclosure” during the time period from January of  
11 2019 to the present. *See* the Consumer Financial Protection Bureau’s Consumer Complaint  
12 Database.

13 **RESPONSE:**

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16 **INTERROGATORY NO. 31:**

17 IDENTIFY your responses to the consumer complaints produced in response to  
18 Interrogatory No. 30.

19 **RESPONSE:**

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21 **INTERROGATORY NO. 32:**

22 IDENTIFY all Risk Convergence Reports created for loans involved in a Chapter 7  
23 bankruptcy from January 1, 2018 and the present. *See* Original Complaint, *Consumer Financial*  
24 *Protection Bureau v. Ocwen Financial Corporation, et al.*, No. 9:17-cv-80495 (S.D.Fla. April  
25 20, 20117), [https://files.consumerfinance.gov/f/documents/20170420\\_cfpb\\_Ocwen-](https://files.consumerfinance.gov/f/documents/20170420_cfpb_Ocwen-Complaint.pdf)  
26 [Complaint.pdf](https://files.consumerfinance.gov/f/documents/20170420_cfpb_Ocwen-Complaint.pdf).

1 **RESPONSE:**

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4 **INTERROGATORY NO. 33:**

5 IDENTIFY all consent judgments and/or settlement agreements and consent orders  
6 entered into with the Washington State Attorney General related to your deficiencies in  
7 foreclosure servicing from January of 2017 to the present.

8 **RESPONSE:**

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11 **INTERROGATORY NO. 34:**

12 IDENTIFY the number of instances where you or your agents were provided with notice  
13 of a bankruptcy filing prior to a nonjudicial foreclosure sale and the nonjudicial foreclosure sale  
14 nonetheless went forward.

15 **RESPONSE:**

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17 **INTERROGATORY NO. 35:**

18 For those instances IDENTIFIED in Interrogatory No. 32, please explain what actions  
19 you or your agents took after the sale.

20 **RESPONSE:**

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22 **INTERROGATORY NO. 36:**

23 IDENTIFY all documents produced by you or your agents in the Civil Investigate  
24 Demands made by the Plaintiff States in connection with the Consent Judgment entered into  
25 with Ocwen/PHH on February 26, 2014. See Consent Judgment,

26 [https://oag.ca.gov/sites/all/files/agweb/pdfs/mortgage\\_settlement/ocwen-consent-judgment.pdf](https://oag.ca.gov/sites/all/files/agweb/pdfs/mortgage_settlement/ocwen-consent-judgment.pdf).

SECOND SET OF DISCOVERY TO PHH  
Adv No. 20-04002-MJH - 7

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Tel# 206-330-0595 / Fax# 206-400-7609



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3 **RESPONSE:**  
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5 **INTERROGATORY NO. 37:**  
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7 IDENTIFY all Compliance Review Quarterly Reports produced by you or your agents  
8 to the Plaintiff States in connection with the Consent Judgment entered into with Ocwen/PHH  
9 on February 26, 2014. *See* Consent Judgment,

10 [https://oag.ca.gov/sites/all/files/agweb/pdfs/mortgage\\_settlement/ocwen-consent-judgment.pdf](https://oag.ca.gov/sites/all/files/agweb/pdfs/mortgage_settlement/ocwen-consent-judgment.pdf)

11 **RESPONSE:**  
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13 **INTERROGATORY NO. 38:**  
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15 IDENTIFY all Monitor Reports received by you or your agents to the Plaintiff States in  
16 connection with the Consent Judgment entered into with Ocwen/PHH on February 26, 2014.

17 *See* Consent Judgment,

18 [https://oag.ca.gov/sites/all/files/agweb/pdfs/mortgage\\_settlement/ocwen-consent-judgment.pdf](https://oag.ca.gov/sites/all/files/agweb/pdfs/mortgage_settlement/ocwen-consent-judgment.pdf)

19 **RESPONSE:**  
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21 **INTERROGATORY NO. 39:**  
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23 IDENTIFY any enforcement actions taken by the Plaintiff States against you or your  
24 agents in connection with the Consent Judgment entered into with Ocwen/PHH on February 26,  
25 2014. *See* Consent Judgment,

26 [https://oag.ca.gov/sites/all/files/agweb/pdfs/mortgage\\_settlement/ocwen-consent-judgment.pdf](https://oag.ca.gov/sites/all/files/agweb/pdfs/mortgage_settlement/ocwen-consent-judgment.pdf)

**RESPONSE:**

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**REQUESTS FOR PRODUCTION**

**REQUEST FOR PRODUCTION NO. 25:**

Produce all materials (including but not limited to webinars, physical books, electronic materials or other documents) pertaining to the training and supervision of PHH's employees or agents as to compliance with foreclosure processes.

**RESPONSE:**

**REQUEST FOR PRODUCTION NO. 26:**

Produce all materials (including but not limited to webinars, physical books, electronic materials or other documents) pertaining to the training and supervision of PHH's employees or agents as to compliance with the bankruptcy automatic stay, 11 U.S.C. § 362.

**REQUEST FOR PRODUCTION NO. 27:**

Produce all materials (including but not limited to webinars, physical books, electronic materials or other documents) pertaining to the training and supervision of PHH's employees or agents as to compliance with PHH's guidelines and/or policies and procedures regarding nonjudicial foreclosures as to compliance with Washington State laws.

**RESPONSE:**

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2 **REQUEST FOR PRODUCTION NO. 28:**

3 Produce all materials (including but not limited to webinars, physical books, electronic  
4 materials or other documents) pertaining to the training and supervision of QLS and other  
5 foreclosing Trustees for nonjudicial foreclosures in Washington State.

6 **RESPONSE:**  
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9 **REQUEST FOR PRODUCTION NO. 29:**

10 Produce all DOCUMENTS showing PHH's net pretax profits for the five years  
11 preceding and including the year the Plaintiff's Complaint was filed.

12 **RESPONSE:**  
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15 **REQUEST FOR PRODUCTION NO. 30:**

16 Produce all DOCUMENTS showing PHH's net worth for the five years preceding and  
17 including the year Plaintiff's Complaint was filed.

18 **RESPONSE:**  
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21 **REQUEST FOR PRODUCTION NO. 31:**

22 Produce all of PHH's Annual Reports for the five years preceding the year Plaintiff's  
23 Complaint was filed.

24 **RESPONSE:**  
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2 **REQUEST FOR PRODUCTION NO. 32:**

3 Produce all PHH's balance sheets, profit and loss statements, income statements, federal  
4 tax returns with all schedules, and any other document reflecting Defendant's overall financial  
5 condition for the five years preceding the year Plaintiff's Complaint was filed.

6 **RESPONSE:**  
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9 **REQUEST FOR PRODUCTION NO. 33:**

10 Produce all DOCUMENTS evidencing other instances where you or your agents were  
11 provided notice of a bankruptcy filing prior to a foreclosure sale and you nonetheless went  
12 forward with the foreclosure sale.

13 **RESPONSE:**  
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15 **REQUEST FOR PRODUCTION NO. 34:**

16 Produce all DOCUMENTS produced by you or your agents in the Civil Investigate  
17 Demands made by the Plaintiff States in connection with the Consent Judgment entered into  
18 with Ocwen/PHH on February 26, 2014. See Consent Judgment,  
19 [https://oag.ca.gov/sites/all/files/agweb/pdfs/mortgage\\_settlement/ocwen-consent-judgment.pdf](https://oag.ca.gov/sites/all/files/agweb/pdfs/mortgage_settlement/ocwen-consent-judgment.pdf).

20 **RESPONSE:**  
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24 **REQUEST FOR PRODUCTION NO. 35:**

25 Produce all Compliance Review Quarterly Reports produced by you or your agents to  
26 the Plaintiff States in connection with the Consent Judgment entered into with Ocwen/PHH on

February 26, 2014. *See* Consent Judgment,

[https://oag.ca.gov/sites/all/files/agweb/pdfs/mortgage\\_settlement/ocwen-consent-judgment.pdf](https://oag.ca.gov/sites/all/files/agweb/pdfs/mortgage_settlement/ocwen-consent-judgment.pdf)

**RESPONSE:**

**REQUEST FOR PRODUCTION NO. 36:**

Produce all Monitor Reports sent to the Plaintiff States in connection with the Consent Judgment entered into with Ocwen/PHH on February 26, 2014. *See* Consent Judgment,

[https://oag.ca.gov/sites/all/files/agweb/pdfs/mortgage\\_settlement/ocwen-consent-judgment.pdf](https://oag.ca.gov/sites/all/files/agweb/pdfs/mortgage_settlement/ocwen-consent-judgment.pdf)

**RESPONSE:**

**REQUEST FOR PRODUCTION NO. 37:**

Produce any enforcement actions taken by the Plaintiff States against you or your agents in connection with the Consent Judgment entered into with Ocwen/PHH on February 26, 2014.

*See* Consent Judgment,

[https://oag.ca.gov/sites/all/files/agweb/pdfs/mortgage\\_settlement/ocwen-consent-judgment.pdf](https://oag.ca.gov/sites/all/files/agweb/pdfs/mortgage_settlement/ocwen-consent-judgment.pdf)

**RESPONSE:**

Dated: February 23, 2021.

HENRY & DEGRAFF, PS

By: /s/ Christina L Henry

Christina L Henry, WSBA# 31273

Attorneys for Plaintiff

787 Maynard Ave S

Seattle, WA 98104

chenry@hdm-legal.com

SECOND SET OF DISCOVERY TO PHH  
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HENRY & DEGRAFF, PS  
787 Maynard Ave S  
Seattle, WA 98104  
Tel# 206-330-0595 / Fax# 206-400-7609

Attorneys for Plaintiff Sarah Hoover

ANDERSON SANTIAGO, PLLC

By: /s/ Jason D. Anderson

Jason D. Anderson, WSBA# 38014

Attorneys for Plaintiff

787 Maynard Ave S

Seattle, WA 98104

jason@alkc.net

Attorneys for Plaintiff

SECOND SET OF DISCOVERY TO PHH  
Adv No. 20-04002-MJH - 13

HENRY & DEGRAAFF, PS  
787 Maynard Ave S  
Seattle, WA 98104  
Tel# 206-330-0595 / Fax# 206-400-7609

1 **VERIFICATION**

2 STATE OF \_\_\_\_\_ )

3 ) ss.

4  
5 COUNTY OF \_\_\_\_\_)

6 I, \_\_\_\_\_, being first duly sworn on oath, deposes and says:

7 I have read the within and foregoing answers and responses to Plaintiff's Second Set of  
8 Interrogatories Propounded to PHH Mortgage Corporation dba PHH Mortgage Services  
9 ("PHH") and know the contents thereof, and believe the same to be true.

10  
11 \_\_\_\_\_  
12 signature

13 SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020

14  
15 \_\_\_\_\_  
16 [PRINT NAME] \_\_\_\_\_

17 NOTARY PUBLIC for the State of \_\_\_\_\_

18 Residing at \_\_\_\_\_

19 My Commission Expires: \_\_\_\_\_  
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CERTIFICATE OF SERVICE

I, Christina L Henry, hereby certify that on February 23, 2021, I electronically transmitted the foregoing via email to the following:

McCARTHY & HOLTHUS, LLP

Attn: Joseph Ward McIntosh

108 1st Ave S Ste 300

Seattle, WA 98104-2104

[jmcintosh@mccarthyholthus.com](mailto:jmcintosh@mccarthyholthus.com)

Attorney for Quality Loan Service Corp. of Washington

HOUSER, LLP

Robert W. Norman, Jr.

600 University St, Ste 1708

Seattle, WA 98101

[bnorman@houser-law.com](mailto:bnorman@houser-law.com)

Attorneys for Defendants PHH Mortgage Corporation, HSBC Bank USA, N.A., as Trustee of the Fieldstone Mortgage Investment Trust, Series 2006-2 and NewRez, LLC

SCHWEET LINDE & COULSON, PLLC

John Anthony McIntosh

575 S. Michigan St

Seattle, WA 98108-3316

[johnm@schweetlaw.com](mailto:johnm@schweetlaw.com)

Attorneys for Defendant IH6 Property Washington, L.P. dba Invitation Homes

EXECUTED this 23rd day of February 2021 at Bothell, WA

/s/ Christina L Henry

Christina L Henry, WSBA #31273